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***AGREEMENT BETWEEN THE
COUNTY OF SCHENECTADY
AND THE
SCCC FACULTY ASSOCIATION***



September 1, 2004 to August 31, 2009

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

INDEX

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DEFINITIONS

1. "Legislature" for the purposes of this Agreement shall mean the Schenectady County Legislature.
2. "Association" shall mean the Schenectady County Community College Faculty Association.
3. "Staff Member" shall mean an employee in the bargaining unit represented by the Association.
4. "Teaching Faculty Member" shall mean a staff member having academic rank and who has classroom or laboratory teaching assignments as his or her major responsibility.
5. "College" shall mean Schenectady County Community College.
6. "Employer" shall mean the Board of Trustees of Schenectady County Community College.
7. "President" shall mean the President of Schenectady County Community College.
8. "Calendar Year" employees shall mean any staff member having a twelve (12) month professional obligation.

ARTICLE I

RECOGNITION

- A. The Legislature pursuant to Section 207 of Article 14 of the Civil Service Law, also known as the Public Employees Fair Employment Act, hereby recognizes the Association as the exclusive representative for collective negotiations with respect to terms and conditions of employment, and the administration of grievances arising thereunder on behalf of a unit consisting of staff members holding the titles set forth in Schedule "A" appended hereto.
- B. Such recognition shall be exclusive to the extent permitted by Article 14 of the Civil Service Law.
- C. The Association agrees that it will not engage in, cause, instigate, encourage or condone any strike, concerted work stoppage, or slowdown against any government or impose any obligation upon any employee to do so. The Association will exert an effort to prevent and terminate any strike in which employees whom it represents participate. Nothing herein shall be construed to limit the rights, remedies or duties of the Employer to enforce the provisions of law applicable in the event of a strike.

ARTICLE II

MANAGEMENT RESPONSIBILITIES

Except as limited by the specific and express terms of this Agreement, the Employer hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon or vested in them by law, including, but not limited to, the rights to determine the purpose, mission, objectives and policies of the College; to determine the facilities, methods, means, equipment, procedures and personnel required to conduct the College programs; to administer the personnel system of the College, to establish standards and criteria for performance, and to take whatever actions may be necessary or appropriate to carry out the mission of the College. The parties agree that all customary and usual rights, powers, functions and authority possessed by management are vested in the Employer and the Employer shall continue to exclusively exercise such powers, duties and responsibilities, during the period of this Agreement.

ARTICLE III

DUES DEDUCTION

- A. The employer shall deduct from the salaries of staff members in the recognized unit, dues for the Association as said members in the unit individually and voluntarily authorize the Employer to deduct and to transmit the monies promptly to the Association. The Employer's obligation to deduct Association dues from the salary of the staff member pursuant to this Article shall cease immediately upon the termination of employment of such staff member or the receipt by the employer of written notice of withdrawal of authorization for such deductions in accordance with the provisions of this Article. Staff members' authorization shall be in writing in the form set forth below:

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

(Print)	Last Name	First	Initial	Position
---------	-----------	-------	---------	----------

Address

TO: BOARD OF TRUSTEES OF SCHENECTADY COUNTY COMMUNITY COLLEGE

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Schenectady County Community College Faculty Association as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements hereby agreed upon with such Association, to deduct from my salary and transmit to the Association the dues as certified by the Association. I hereby waive all right and claim for monies so deducted and transmitted in accordance with this authorization and relieve the Employer and all of its officers from any liability therefor. This authorization shall be continuous while employed in this College or until withdrawn by written notice.

Signature of Staff Member

Date

Total Deduction

\$ _____

The Association shall certify to the Employer in writing the current rate of its membership dues and shall give the Employer thirty (30) days notice prior to the effective date of any changes in its membership and/or rate of dues.

Article III - Dues Deduction (continued)

Deductions referred to above shall be made in the following manner: The total annual membership dues for the Association certified as mentioned above, shall be deducted in eighteen (18) equal installments beginning with the first pay period in October. No later than two (2) weeks prior to the first scheduled paycheck in October, the Association shall provide the Employer with a list and the original signed dues authorization cards of those staff members who have voluntarily authorized the Employer to deduct dues for the Association.

The Employer shall, within ten (10) working days following each pay period from which dues deductions are made, transmit the amount so deducted to the Association accompanied by a listing of the members for whom deductions were made and the amount deducted for each.

A staff member may withdraw his or her authorization any time by written notice received by the Employer at least thirty (30) days prior to the effective pay period.

- B. Commencing with the 1988-1989 Academic Year, the College shall deduct from the salary of staff members in the unit who are not members of the Schenectady County Community College Faculty Association the amount equivalent to the dues levied by the Association, and shall transmit the sum so deducted to the Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.

Except as otherwise required by law, the salary deductions to be made pursuant to this paragraph shall be made as nearly as possible in accordance with procedures contained in this agreement for voluntary salary deductions for Association dues.

Since voluntary and mandatory salary deductions for annual dues or equivalent are made by installments, the College will not be responsible for any unpaid installment falling due after the last pay period in which a staff member has earnings sufficient for such installment due.

As an inducement for the College's agreement to make the agency shop fee deductions provided for by this paragraph, the Association warrants that it has established and will maintain a legally valid procedure providing for the refund to any staff member in the bargaining unit demanding the return of any part of the agency shop fee deduction which represents the staff member's pro-rata share of expenditures by the Association in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

ARTICLE IV

PUBLIC DOCUMENTS

The President of the College, upon written request, shall provide the President of the Association with a copy of any document which the College has made available to the press and public media. Copies of the minutes of the meetings of the Board of Trustees will be provided the Faculty Association President and a copy of the budget of the College as soon as this becomes available. Any document made available to the public shall be made available to the Faculty Association President upon request.

ARTICLE V

EMPLOYMENT POLICY

A. Full-Time Employment

The College will attempt to employ qualified full-time staff members for full-time positions in preference to part-time personnel where qualified, full-time staff members are reasonable available and interested in such employment, and such full-time employment is consistent with the long range educational objectives of the College.

B. Summer, Evening and Overload Employment

1. Subject to the provisions of this Agreement, the College will attempt to employ its qualified full-time staff members in summer session, in evening session and for overload in preference to temporary part-time personnel, where such full-time staff members are reasonably available and interested in such employment and such employment does not conflict with the staff members regular full-time assignment and such employment is consistent with the long range educational objectives of the College. Except for full-time teaching staff members teaching in the area of their regular discipline, the qualifications for such employment shall be judged in the same manner and on the same basis as part-time applicants for such positions.
2. A full-time staff member will normally be permitted no more that one course per semester for additional compensation and in no event, more than two courses per academic year for additional compensation, provided, however, that the two courses per academic year will be permitted in the same semester only if such assignment of two courses will not result in a total course load for that semester in excess of 18 teaching credit hours or 21 contact hours.

ARTICLE VI

CONTINUING AND CAREER APPOINTMENTS

A. Continuing Appointment

1. Definition

- a. A continuing appointment shall be a five year term appointment to a full-time position of Instructor, Assistant Professor, Associate Professor, or Professor at the College, which shall not be affected by changes in such rank, or by the concurrent designation by some other title and subject to termination in accordance with the provisions of this Article.
- b. A full year of service shall be defined to be the fulfillment of a ten month obligation beginning on the first of September of any given year.
- c. Only leaves of absence with pay (such as sabbatical, sick leave and vacation leave) shall be credited as the normal fulfillment of the professional obligation for the period of the leave in determining the number of full years of service completed by a full-time member of the professional staff.
- d. All leaves of absence without pay, approved by the Board of Trustees, shall be deemed to have interrupted otherwise full years of continuous service, unless waived by the Board of Trustees at the time of granting the leave of absence.

2. Eligibility

All full-time members of the professional staff who hold one of the positions listed in the definition.

3. Procedures

- a. Between September and November 1 of the fifth full year of continuous service by a staff member, who has held a position of academic rank during each of the preceding four years, his or her immediate supervisor shall prepare a recommendation as to whether or not the staff member should be given a continuing appointment. This recommendation, together with appropriate background data, shall be forwarded to a Committee designated by the President for that purpose. The Committee shall

Article VI - Continuing And Career Appointments (continued)

make its recommendation and forward it to the Dean of Academic Affairs, together with the recommendation of the immediate supervisor, prior to December 1. The Dean of Academic Affairs shall forward all of the material, together with his or her own recommendation, to the President, who shall make a recommendation to the Board of Trustees for action. The staff members shall be informed of the action prior to February 1.

All recommendations and materials prepared for this action shall be placed in a separate file in the Office of the President. There shall be no appeal of the decision by the Board of Trustees.

- b. Between September 1 and November 1 of the fifth full year of continuous service in a continuing appointment, regardless of whether or not the five years have been interrupted by leaves, the same procedure as outlined in paragraph 1 shall be followed for each staff member holding such an appointment.
- c. A staff member who has been advised under Paragraph 3.a. above that he or she is not going to receive a renewal of a continuing appointment may appeal such determination to the Board of Trustees. If the staff member who has a continuing appointment desires, the Board of Trustees will make available for his or her review and appeal the unfavorable comments that formed the basis for non-reappointment. The appeal must be filed with the President within seven (7) calendar days of such notice. The President will immediately advise the Board of Trustees of the appeal. The Board of Trustees will set a date for a hearing to be conducted by the Board of Trustees, at which hearing at least a quorum of six (6) trustees shall be present, within seven (7) days of the receipt of the appeal.

At this hearing the staff member may be accompanied by a representative of his or her choice, and either or both of them may present, orally and/or in writing, such staff member's statement in response to the decision of the Board

Article VI - Continuing and Career Appointments (continued)

of Trustees. The Board of Trustees will render a decision and reply to the appeal within fifteen (15) days after hearing. The reply from the Board of Trustees will constitute final action, and there will be no appeal from this decision by the Board of Trustees.

- d. In the case of a staff member who has not been granted a continuing appointment, he or she shall be given an opportunity to accept a one year term appointment for the following academic year, after which time his or her appointment shall not be renewed.

B. Career Appointment

1. Definition

- a. A career appointment shall be a five year term appointment to a full-time position listed in Schedule A, with the exception of Instructor, Assistant Professor, Associate Professor and Professor, which career appointment shall not be affected by the concurrent designation by some other title, and subject to termination in accordance with the provisions of this Article.
- b. A full year of service shall be defined to be the fulfillment of a ten or twelve month obligation beginning on the first of September of any given year.
- c. Only leaves of absence with pay (such as sabbatical, sick leave and vacation leave) shall be credited as the normal fulfillment of the professional obligation for the period of the leave in determining the number of full years of service completed by a full-time member of the professional staff.
- d. All leaves of absence without pay, approved by the Board of Trustees, shall be deemed to have interrupted otherwise full years of continuous service, unless waived by the Board of Trustees at the time of granting the leave of absence.

Article VI - Continuing And Career Appointments (continued)

2. Eligibility

All full-time members of the professional staff who hold one of the positions listed in the description.

3. Procedures

- a. Between September 1 and November 1 of the fifth full year of continuous service by a staff member, who has held one of the positions listed in the definition during each of the preceding four years, his or her immediate supervisor shall prepare a recommendation as to whether or not the staff member should be given a career appointment. This recommendation, together with appropriate background data, shall be forwarded to a Committee designated by the President for that purpose. The Committee shall make its recommendation and forward it to the Dean responsible for that position, together with the recommendation of the immediate supervisor, prior to December 1. In case the Dean and immediate supervisor are the same person, the Dean may wish to add additional comments after receiving the recommendation of the Committee. The Dean shall forward all of the material, together with his or her own recommendation, to the President, who shall make a recommendation to the Board of Trustees for action. The staff member shall be informed of the action prior to February 1. All recommendations and materials prepared for this action shall be placed in a separate file in the Office of the President.

There shall be no appeal of the decision by the Board of Trustees.

- b. Between September 1 and November 1 of the fifth full year of continuous service in a career appointment, regardless of whether or not the five years have been interrupted by leaves, the same procedure as outlined in paragraph 1 shall be followed for each staff member holding such an appointment.

Article VI - Continuing And Career Appointments (continued)

- c. A staff member who has been advised under paragraph 3.a. above that he or she is not going to receive a renewal of a career appointment may appeal such determination to the Board of Trustees. If the staff member who has a career appointment desires, the Board of Trustees will be made available for his or her review and appeal the unfavorable comments that formed the basis for non-reappointment. The appeal must be filed with the President within seven (7) calendar days of such notice. The President will immediately advise the Board of Trustees of the appeal. The Board of Trustees will set a date for a hearing to be conducted by the Board of Trustees, at which hearing at least a quorum of six (6) trustees shall be present, within seven (7) days of the receipt of the appeal. At this hearing the staff member may be accompanied by a representative of his or her choice, and either or both of them may present, orally and/or in writing, such staff member's statement in response to the decision of the Board of Trustees. The Board of Trustees will render a decision and reply to the appeal within fifteen (15) days after hearing. The reply from the Board of Trustees will constitute final action, and there will be no appeal from this decision by the Board of Trustees.
- d. In the case of a staff member who has not been granted a career appointment, he or she shall be given an opportunity to accept a one year term appointment for the following academic year, after which time his or her appointment shall not be renewed.

C. Terminations

1. Termination for Physical or Mental Incapacity

The service of staff members may be terminated at any time by the Board of Trustees, after receipt of the recommendation of the President and upon medical advice, for mental or physical incapacity which prevents such persons from adequately performing their duties.

Article VI - Continuing And Career Appointments (continued)

2. Termination for Cause

- a. The services of staff members may be terminated for cause at any time before the completion of a five year term appointment, which shall consist of inadequate performance of duties, unsatisfactory service, misconduct or violation of the Policies of the Board of Trustees.
- b. When the President has information or has received a complaint against a staff member, subject to this Article, containing allegations which, if true, might serve as grounds for discipline, and the President deems such information or complaint to be substantial, President shall make such further investigation as the President deems appropriate. If the President believes that charges should be brought against such staff member, the President shall cause to be served upon the staff member concerned a written statement of the charges against such staff member.
- c. Final action shall not be taken on such charges until after the expiration of 30 days from the date of service of such notice upon the staff member charged, during which time the staff member, or his or her representative, may make a written request to the President for a hearing, which, at the staff member's request, shall be public. If a request is not made, the President may direct that such a hearing be held. When a hearing has been requested or directed, final action on the charges shall not be taken until the hearing has been held and the matter presented to the Board of Trustees.
- d. The President and the President of the Association shall meet and mutually agree upon a panel of three independent hearing officers, one of whom shall preside at the hearing, if any. The cost of the hearing officer shall be borne equally by both parties. At such hearing, the employee charged shall be entitled to be present, to be represented

Article VI - Continuing And Career Appointments (continued)

by a person of his or her choice as he or she may determine, to present witnesses in his or her own behalf, and to confront and question witnesses against him or her. The College shall bear the burden of proving the charged preferred against the employee. All testimony at such hearing shall be under oath. A stenographic record shall be taken of each such hearing.

- e. The failure of a staff member, against whom charges have been preferred, to appear at a hearing or to give testimony during any hearing held pursuant to this Article, shall not prevent the Hearing Officer from making findings of fact and determining guilt or innocence based on evidence and testimony presented during any hearing held pursuant to this Article.
- f. In the event the Hearing Officer finds the staff member innocent of the charges presented against him or her, such charges shall be dismissed.
- g. In the event the staff member, against whom charges have been preferred, is found guilty by the Hearing Officer, the Hearing Officer shall forward to the President his or her findings and recommendations as to the penalty to be imposed. The President shall review such findings, and recommendations and submit them together with his or her recommendations to the Board of Trustees, together with a copy of the record of the hearing in the event a hearing is held.
- h. The Board of Trustees shall review the record, if any, and the recommendations of the Hearing Officer and the President and shall impose such penalty as it deems appropriate in the interests of justice. The determination of the Board of Trustees pursuant to this Article shall not be subject to the Provisions of any grievance procedure established in this Agreement.
- i. When, in the opinion of the President, there is a danger to the College, its employees, its students or the public, a person upon whom charges have been served may be suspended by the President

Article VI - Continuing And Career Appointments (continued)

without salary pending final action upon such charges by the Board of Trustees. If a person, against whom charges have been served, is suspended without salary and subsequently is reinstated to his or her position by action of the Board of Trustees, he or she shall be paid the salary which he or she otherwise would have received during the period of such suspension.

3. Termination for Retrenchment

In the event that the College deems that retrenchment is necessary, any staff member holding a Continuing or Career Appointment who is retrenched will be placed on a recall list for three (3) years. He/she will receive preference in accordance with placement on the list to a vacant position within the discipline from which he/she was retrenched, provided that he/she is qualified to perform the duties of the vacant position. The rejection by any staff member of a recall opportunity will result in removal from the recall list. Layoff shall be made within service or program in inverse order by date of original Board of Trustee appointment of the staff member.

ARTICLE VII

CONSIDERATION FOR VACANCIES

The President of the College shall inform the President of the Association of approaching vacancies on the staff and of new positions to be created simultaneously to releasing this information to the public or soliciting for replacements in order to give the present staff members the opportunity to apply for the positions. The President of the Association shall be provided with a copy of the job description for the position being recruited. A staff member wishing to be considered for such a vacancy shall be afforded an interview by the administrator or administrative officer responsible for that position.

ARTICLE VIII

RESIGNATION

- A. A teaching staff member shall notify the President, in writing, at least forty-five (45) calendar days prior to the first day of the following semester that he or she does not intend to return; provided, however, that the President or his or her designee may waive compliance with this notice requirement.
- B. A non-teaching staff member shall notify the President, in writing, at least thirty (30) calendar days prior to the effective date of the resignation; provided, however, that the President or his or her designee may waive compliance with this notice requirement.

ARTICLE IX

PROFESSIONAL OBLIGATION

The appointment year for each staff member shall be from September first through August thirty-first next following. The professional obligation of a staff member having a twelve (12) month obligation shall commence on September first, or on the effective date of appointment, whichever is later, and continue until August thirty-first next following. The professional obligation of a staff member having a ten (10) month obligation shall commence on September first, or on the effective date of appointment, whichever is later, on which day he or she shall report for service, unless otherwise directed by the College President or his or her designee, and continue until June thirtieth of that appointment year, subject to the provisions below, unless notified of his or her release at an earlier date by the College President.

Whenever the academic year commences in the month of August, the professional ten month obligation shall commence on the first day of the academic year as established in the College calendar and will continue for ten (10) calendar months, subject to the provisions of this Article. Staff members having a ten (10) month obligation shall not be required to report for service on those days, on which the College is open, which have been designated as Thanksgiving, Christmas or Spring recess periods for full-time day students, and other holidays as set forth in the academic calendar. The term service as used herein shall mean the availability of the staff member to properly perform the duties and responsibilities of his or her professional obligation, under the general supervision of the administrator or administrative officer to whom he or she reports.

The parties agree that, except otherwise provided herein or

Article IX - Professional Obligation (continued)

previously approved (as in the case of illness or official travel) by the appropriate administrator or administrative officer, staff members are expected to be present and available on campus each day the College is open, which is normally Monday through Friday, during which time they will perform their professional obligation and duties including, but not limited to, attending all meetings scheduled by the administrator to whom they report and all meetings of committees to which they have been appointed or elected. Scheduled classroom commitments take precedence. In addition, members of the faculty shall attend commencement exercises and meetings of the faculty.

Members of the teaching faculty shall schedule, for the benefit of their students, at least six (6) office hours per week, distributed over at least three (3) days of the week, in accordance with guidelines established by the College. Members of the teaching faculty shall not be required to be available on campus after June 1 or the scheduled Commencement Day whichever is later.

ARTICLE X

PROFESSIONAL TEACHING ASSIGNMENTS

A. Wherever used in this Article:

1. The term teaching faculty member shall mean a staff member having academic rank and who has classroom or laboratory teaching assignments as his or her major responsibility.
2. The term class period shall mean a fifty (50) minute period in which a group teaching method is employed, including recitations, lectures, discussions, demonstrations or combinations of these; and shall also mean that one student credit hour would be assigned to a course requiring at least fifteen (15) such periods, and would extend through the semester as indicated in the academic calendar of the College.
3. The term practicum period shall mean a fifty (50) minute period devoted to the direction and guidance of student application and/or development of principles and concepts in a particular physical environment. The practicum period includes laboratory, studio periods and drafting work and shall mean that the course would

Article X - Professional Teaching Assignments (continued)

require in excess of fifteen (15) such periods for each student credit hour assigned to the course, and would extend through the semester as indicated in the academic calendar of the College.

4. The term contact hour shall be the equivalent of fifteen (15) class periods or practicum periods.
 5. The term teaching credit hour shall be the equivalent of fifteen (15) class periods or twenty two and one half (22.5) practicum periods.
 6. The fifteen fifty (50) minute instructional units may be combined or divided into other time periods on a pro-rata basis.
- B. Designation of such class periods or practicum periods for any new course, or changes in such designation, shall follow procedures established by the College.
- C. 1. The normal teaching load for the Fall and Spring semesters for a full-time teaching faculty member shall be thirty (30) teaching credit hours or thirty-six (36) contact hours whichever is reached first in adding the courses to be taught in the Spring semester; however, the Department Chairperson may assign a teaching faculty member to a load of not more than thirty-two (32) teaching credit hours or not more than thirty-eight (38) contact hours when, in his or her opinion, the proper scheduling of classes requires such modifications.
2. The teaching load shall, wherever practicable, be fifteen (15) teaching credit hours or eighteen (18) contact hours per semester, except that when the semester teaching load would not otherwise exceed fifteen (15) teaching credit hours or eighteen (18) contact hours, one additional course may be assigned for that semester, provided, that the maximum for the Fall and Spring semesters, as stated above, shall not be exceeded. Evening courses may be assigned to a teaching faculty member as part of his or her normal teaching obligation.

Article X - Professional Teaching Assignments (continued)

3. A teaching faculty member shall not normally be required to be responsible for more than three (3) course preparations per semester. Additional preparations may be required with extra compensation.
 4. The normal teaching load of the teaching faculty member who is engaged to teach less than two (2) semesters during the year shall not be less than fourteen (14) nor more than sixteen (16) teaching credit hours, or not less than seventeen (17) nor more than nineteen (19) contact hours each semester during which he or she has a teaching obligation.
- D.
1. Teaching faculty members who wish to be scheduled for courses pursuant to Article V, for additional compensation, should notify their Department Chairperson, in writing, prior to formal registration period for classes for the semester in which they wish to be scheduled. Such assignments must have the approval of the Department Chairperson, and are subject to the availability of appropriate courses. Such requests for extra compensation will not take priority over courses already assigned to part-time instructors.
 2. In no case will a course be assigned to a teaching faculty member for additional compensation which will result in the person teaching more than fifteen (15) teaching credit hours in either the day or evening session in a semester.
 3. The teaching faculty member who requests teaching a compensated overload pursuant to the provisions of this Agreement and receives approval shall receive compensation for the actual number of teaching credit hours taught in accord with rates in paragraph A, Article XVII.
- E.
- Teaching faculty members who request teaching in the summer session and receive approval shall receive compensation for the actual number of teaching credit hours taught in accord with rates in paragraph A, Article XVII. The maximum course load for the summer session will be seven (7) teaching credit hours.
- F.
- Exceptions or temporary waivers of the provisions of this Article may be made or granted by written notification in advance by the Dean of Academic

Article X - Professional Teaching Assignments (continued)

Affairs, in accordance with the procedures established by the President, except that no teaching faculty member shall have his or her load increased beyond the maximum without his or her written permission.

- G. The provisions of the Article shall be subject to the availability of the funds and space.

ARTICLE XI

FACULTY RECORDS AND INSPECTION OF FILES

- A. The College shall maintain one personnel file for each staff member.
- B. The Personnel File shall contain the following:
1. Information relating to the staff member's academic and professional accomplishments submitted by the staff member or placed in the file at the staff member's request, except for placement folders or references provided by agencies or individuals at the time the staff member was being considered for a position at the College. All formal correspondence between the staff member and the President shall be placed in this file.
 2. Copies of all annual evaluations of the staff member's professional performance at the College shall not be placed in the staff member's personnel file until the staff member has been given the opportunity to read the contents and attach any comments he or she may so desire. Each such evaluation shall be initialed by the staff member before being placed in his or her file. This initialing shall not be deemed to constitute approval by the staff member of the contents of such evaluations. If the staff member refuses to initial any such evaluation after having been given an opportunity to read the same, a statement to that effect shall be affixed to the evaluation.
 3. The College shall also maintain a file of business records relating to the staff member, generated by the College, and including the payroll and benefit information. This file may be kept separate from that which includes items (1) and (2) above, and may be

Article XI - Faculty Records and Inspection of Files (continued)

inspected by the staff member or his or her representative at reasonable times during the business hours of the Dean of Administration's office.

- C. The personnel file shall be available for review to the staff member and his or her representative at reasonable times during the business hours of the President's Office. Such files will be treated in a confidential manner.
- D. Staff members shall not be required to furnish personal or educational data previously submitted to the administration, but each staff member shall furnish whatever new or updated information is needed to maintain his or her personnel file on a current basis.
- E. The personnel file will be made available to the Committee on Promotions or Committee on Continuing and Career Appointments, whenever necessary, upon request, under procedures established by the President.

ARTICLE XII

EVALUATION AND REAPPOINTMENT

- A. After the first of January of each year, the College will decide as to whether or not the staff member shall be offered a reappointment for the year beginning the following first of September. For each staff member to be offered a reappointment, a single written evaluation shall be prepared. Each person preparing all or any part of a written evaluation shall sign his or her name to the part he or she prepared, and every other person involved in the review of such evaluation may add any comments, remarks or observations to such written evaluation provided that such person shall sign his or her name to such comments, remarks or observations, if any. Such a written evaluation shall be prepared also for those who hold, or have been granted, continuing or career appointments. The written evaluation of staff members holding a continuing or career appointment shall set forth a section entitled Special Areas of Concern in which section the evaluators shall identify areas that need improvement, if any.
 - 1. By April 1st of each Spring Semester, bargaining unit members shall submit to their Division Chairperson a

Article XII - Evaluation and Reappointment (continued)

summary of professional activities that have taken place during the past year. The format of the summary shall be at the discretion of the bargaining unit member.

2. Faculty members shall develop their own course evaluation instrument and administer it to their students on an annual basis (bi-annual if on continuing appointment). The purpose of the evaluation shall be to identify topics for discussion between the instructor and his/her department chairperson. This discussion shall not be punitive or disciplinary; rather, it shall be used to share information and improve instruction. The evaluation forms shall be the property of the instructor.
 3. Generally, evaluations shall not contain specific references to class size or grade distributions.
 4. Section A.2 above is optional for those in the rank of Full Professor for ten (10) or more years.
- B. Whenever the College decides, after a careful review of all factors known to it, not to reappoint a staff member, this shall be communicated to that person by his or her immediate supervisor in a personal meeting before the decision not to reappoint is presented in writing to such staff member by the President. The staff member may request a meeting with his or her immediate supervisor to present his or her position in regard to the matter and this shall be granted within fifteen (15) days, before the decision not to reappoint has been communicated in writing. At the meeting, the staff member may present any written or oral statement or other documents which he or she considers appropriate. Following the meeting, copies of all written statements or documents shall be forwarded to the President of the College for his or her information, together with any additional statement in writing which the staff member wishes to submit as a result of the meeting. These documents shall be placed in the personnel file of the staff member. The President of the College may, at his or her discretion, add to such file any comments or observations which he or she may deem appropriate.
- C. Failure to reappoint a staff member shall not be subject to the grievance procedure.
- D. Should the administration or department chairperson decide to utilize classroom visitations as part of the evaluation

Article XII - Evaluation and Reappointment (continued)

process, such classroom visitations shall be made upon advance notice to the teaching faculty member as to the time and place of such visitation.

- E. In the case of those who shall be offered a reappointment, as well as those holding or granted continuing or career appointments, the supervisor shall discuss the evaluation with the staff member, who, prior thereto, shall have been given an opportunity to inspect and receive a copy of such evaluation. At the annual conference, the staff member shall have the right to bring in any material he or she feels is pertinent to the proper consideration of the nature and scope of the evaluation prior to its placement in the staff member's personnel file.

At such conference, the staff member's total academic and professional program for that year and cumulatively to date shall be reviewed. Immediately following the discussion of the evaluation with the staff member, the supervisor shall prepare a record of the discussion in memorandum form. Such memorandum shall become a part of the staff member's personnel file. The staff member may prepare a similar memorandum, which shall also become a part of the staff member's personnel file subject to the provisions of this Agreement.

ARTICLE XIII

STAFF ACCEPTANCE OR REJECTION OF APPOINTMENT

- A. In the case of staff members eligible for reappointment, the President shall notify, in writing, each staff member as to whether or not his or her appointment is to be renewed.
1. For those appointed prior to the first of September of a given academic year, such notification shall be given prior to the following first of March.
 2. For those appointed between the first of September and the first of March, such notification shall be given prior to the first day of May.
 3. For those appointed on or after the first of March, for terms expiring prior to the first of September, such notification shall be given prior to the 15th day of June.

Staff Acceptance or Rejection of Appointment (continued)

4. The appointment year shall be in accordance with the Article on Professional Obligation in this Agreement.
- B. A notification of reappointment will be in writing and will contain a statement of intention with respect to the following items:
1. The position and department or office to which the staff member will be assigned, together with any significant change contemplated in the responsibilities of the position.
 2. Rank, where applicable.
 3. Salary amount, which will be subject to such modifications as may result pursuant to terms of a contract executed by the Employer and the Employee Organization pursuant to the Taylor Act.
- C. 1. Upon notification by the President that his or her term appointment is to be renewed, the staff member shall accept or reject the reappointment, in writing, within twenty-one calendar days following the date of the letter of notification.
2. Should a staff member receiving a notice of reappointment not accept in writing within the time specified above, such failure to act shall be considered an effective resignation.
3. A staff member who has been informed, under the provisions of this Agreement, that he or she will not be reappointed shall be afforded an opportunity to submit a resignation, which shall become part of his or her personnel file, provided that he or she submits the letter of resignation within fifteen (15) days following his or her notification that his or her appointment will not be renewed. In such a case, the letter of non-reappointment will not be sent by the President.

ARTICLE XIV

PROMOTIONS IN RANK

A. Policy

1. It shall be the policy of the College to review periodically and systematically, the status and growth of each staff member and to seek to confer such promotions as are deemed warranted in accordance with this article.
2. Promotions granted prior to a continuing appointment shall not be deemed a commitment of the College's intention to grant a continuing appointment.

B. Eligibility

All full-time staff members who hold the rank of Instructor, Assistant Professor, Associate Professor, Assistant Librarian I, Assistant Librarian II, or Associate Librarian, Counselor I, Counselor II or Counselor III, or the title of Technical Assistant, Technical Specialist, Assistant for Academic Services, Assistant for Continuing Education, Assistant Director of Admissions, Assistant Director of Financial Aid, Academic/Admissions Advisor I, Academic Computing Specialist I, Athletic Director I, Coordinator of Disabled Student Services I, Coordinator of Career and Employment Services I, Coordinator of Instructional Technology I, Coordinator of Multicultural/Educational Opportunity Programs I, Learning Resource Specialist I, II, III, or Public Relations/Publications Specialist I.

C. Authority to Grant

Authority to grant promotions rests with the Board of Trustees in its sole and absolute discretion following recommendations of the President.

D. Periods and Service Eligibility

1. Regardless of other provisions of this Article, promotions may be conferred at any time and may become effective at any time in accordance with the directives of the Board of Trustees. Normally, such promotions become effective with the beginning of the next academic year following the date of favorable action by the Board of Trustees.

Article XIV - Promotions in Rank (continued)

2. Promotion in accordance with this Article is based on merit. Period of service in rank shall not constitute grounds for eligibility nor shall there be any term of service in rank required as a condition of consideration for promotion.

E. Procedures

1. Promotion from Instructor to Assistant Professor

- a. The question of a staff member's promotability from instructor to assistant professor shall be raised and considered prior to, or coincident with, continuing appointment considerations.
- b. On or before January 1, the instructor's immediate supervisor shall forward his or her recommendations for promotion to the Dean of Academic Affairs. The Dean of Academic Affairs shall, after adding his or her recommendations, forward all recommendations to the President who in turn shall make recommendations to the Board of Trustees at its February meeting, and will forward all recommendations and evaluations to the Board of Trustees. Notice of favorable action by the Board of Trustees shall be conveyed in writing to the instructor prior to March 1.
- c. All recommendations shall be supported by the evidence available.
- d. In the absence of recommendations by the immediate supervisor, the Dean of Academic Affairs may initiate whatever action he or she deems necessary to insure that each instructor is appropriately considered and his or her status reviewed.

2. Promotion from Assistant Librarian I to Assistant Librarian II

- a. The question of a staff member's promotability from Assistant Librarian I to Assistant Librarian II shall be raised and considered prior to, or coincident with, continuing appointment considerations.

Article XIV - Promotions in Rank (continued)

- b. On or before January 1, the Assistant Librarian I's immediate supervisor shall forward his or her recommendations for promotion to the Dean of Academic Affairs. The Dean of Academic Affairs shall, after adding his or her recommendations, forward all recommendations to the President, who in turn shall make recommendations to the Board of February meeting, and will forward to the Board

Article XIV - Promotions in Rank (continued)

- b. On or before January 1, the Assistant Librarian I's immediate supervisor shall forward his or her recommendations for promotion to the Dean of Academic Affairs. The Dean of Academic Affairs shall, after adding his or her recommendations, forward all recommendations to the President, who in turn shall make recommendations to the Board of Trustees at its February meeting, and will forward all recommendations and evaluations to the Board of Trustees. Notice of favorable action by the Board of Trustees shall be conveyed in writing to the Assistant Librarian I prior to March 1.
 - c. All recommendations shall be supported by the evidence available.
 - d. In the absence of recommendations by the immediate supervisor, the Dean of Academic Affairs may initiate whatever action he or she deems necessary to insure that each Assistant Librarian I is appropriately considered and his or her status reviewed.
3. Promotion from Counselor I to Counselor II
- a. The question of a staff member's promotability from Counselor I to Counselor II shall be raised and considered prior to, or coincident with, continuing appointment considerations.
 - b. On or before January 1, the Dean of Student Affairs shall forward his or her recommendations for promotion of Counselor I to Counselor II to the President who in turn shall make recommendations to the Board of Trustees at its February meeting and will forward all recommendations and evaluations to the Board of Trustees. Notice of favorable action by the Board of Trustees shall be conveyed in writing to the Counselor I prior to March 1.
 - c. All recommendations shall be supported by the evidence available.

Article XIV - Promotions in Rank (continued)

- d. In the absence of recommendations by the Dean of Student Affairs, the President may initiate whatever action he or she deems necessary to insure that each Counselor I is appropriately considered and his or her status reviewed.
4. Promotion from Technical Assistant to Senior Technical Assistant
- a. The question of a staff member's promotability from technical assistant to senior technical assistant shall be raised and considered prior to, or coincident with, career appointment considerations.
 - b. On or before January 1, the technical assistant's immediate supervisor shall forward his or her recommendations for promotion to the Dean of Academic Affairs. The Dean of Academic Affairs shall, after adding his or her recommendations, forward all recommendations to the President, who in turn shall make recommendations to the Board of Trustees at its February meeting, and will forward all recommendations and evaluations to the Board of Trustees. Notice of favorable action by the Board of Trustees shall be conveyed in writing to the technical assistant prior to March 1.
 - c. All recommendations shall be supported by the evidence available.
 - d. In the absence of recommendations by the immediate supervisor, the Dean of Academic Affairs may initiate whatever action he or she deems necessary to insure that each technical assistant is appropriately considered and his or her status reviewed.
5. Promotion from Technical Specialist to Senior Technical Specialist
- a. The question of a staff member's promotability from technical specialist to senior technical specialist shall be raised and considered prior to, or coincident with, career appointment considerations.

Article XIV - Promotions in Rank (continued)

- b. On or before January 1, the technical specialist's immediate supervisor shall forward his or her recommendations for promotion to the Dean of Academic Affairs. The Dean of Academic Affairs shall, after adding his or her recommendations, forward all recommendations to the President, who in turn shall make recommendations to the Board of Trustees at its February meeting, and will forward all recommendations and evaluations to the Board of Trustees. Notice of favorable action by the Board of Trustees shall be conveyed in writing to the technical specialist prior to March 1.
 - c. All recommendations shall be supported by the evidence available.
 - d. In the absence of recommendations by the immediate supervisor, the Dean of Academic Affairs may initiate whatever action he or she deems necessary to insure that each technical specialist is appropriately considered and his or her status reviewed.
6. Promotion to Academic/Admissions Advisor II, Academic Computing Specialist II, Associate Director of Admissions, Associate for Academic Services, Associate for Continuing Education, Associate Director of Financial Aid, Athletic Director II, Coordinator of Career and Employment Services II, Coordinator of Disabled Student Services II, Coordinator of Instructional Technology II, Coordinator of Multicultural/Educational Opportunity Programs II, Learning Resource Specialist II, or Public Relations/Publications Specialist II
- a. The question of a staff member's promotability from Academic/Admissions Advisor I to II, Academic Computing Specialist I to II, Assistant to Associate Director of Admissions, Assistant to Associate for Academic Services, Assistant to Associate for Continuing Education, Assistant to Associate Director of Financial Aid, Athletic Director I to II, Coordinator of Career and Employment Services I to II, Coordinator of Disabled Student Services I to II, Coordinator of

Article XIV - Promotions in Rank (continued)

Instructional Technology I to II, Coordinator of Multicultural/Educational Opportunity Programs I to II, Learning Resource Specialist I to II, or Public Relations/Publications Specialist I to II, shall be raised and considered prior to or coincident with career appointment considerations.

- b. On or about January 1, the immediate supervisor will forward his/her recommendation(s) for promotion to the supervising Dean. The supervising Dean shall after adding his/her recommendation(s) for promotion shall forward all (recommendation(s) to the President who in turn shall make recommendations to the Board of Trustees at its February meeting and will forward all recommendations and evaluations to the Board of Trustees. Notice of favorable action by the Board of Trustees shall be conveyed in writing to the staff member prior to March 1.
- c. All recommendations shall be supported by the evidence available.
- d. In the absence of recommendations by the immediate supervisor, the supervising Dean may initiate whatever action he/she deems necessary to insure that each eligible staff member is appropriately considered and his/her status reviewed.

7. Promotion to the Rank of Associate Professor or Professor

- a. It shall be the responsibility of the immediate supervisor to forward his or her recommendations for promotion to a Committee designated by the President for that purpose on or before December 1 of the academic year prior to that in which the promotion may become effective.
- b. It shall be the responsibility of the Committee to initiate such other recommendations for promotion in academic rank as the Committee deems warranted under the provisions of this Article.
- c. The Committee shall forward its favorable recommendations, together with such evidence as it has collected, to the Dean of Academic Affairs on

Article XIV - Promotions in Rank (continued)

or before January 1, who shall, after adding his or her recommendations, forward all recommendations to the President.

- d. The Chairperson of the Committee shall forward to the President, all recommendations which they receive and have not forwarded on to the Dean of Academic Affairs in the process.

The President shall forward all recommendations and evaluations for action by the Board of Trustees at its February meeting.

Favorable action of the Board of Trustees shall be conveyed in writing to the staff member prior to March 1.

8. Promotion to the Rank of Associate Librarian or Librarian

- a. It shall be the responsibility of the immediate supervisor to forward his or her recommendation for promotion to a Committee designated by the President for that purpose on or before December 1 of the academic year prior to that in which the promotion may become effective.
- b. It shall be the responsibility of the Committee to initiate such other recommendations for promotion in rank as the Committee deems warranted under the provisions of this Article.
- c. The Committee shall forward its favorable recommendations, together with such evidence as it has collected, to the Dean of Academic Affairs on or before January 1, who shall after adding his or her recommendations, forward all recommendations to the President.
- d. The Chairperson of the Committee shall forward to the President all recommendations which they receive and have not forwarded all recommendations and evaluations for action by the Board of Trustees at its February meeting.

Article XIV - Promotions in Rank (continued)

The President shall forward all recommendations and evaluations for action by the Board of Trustees at its February meeting.

Favorable action of the Board of Trustees shall be conveyed in writing to the staff member prior to March 1.

9. Promotion to the Rank of Counselor III or Counselor IV and/or Learning Resource Specialist III or IV

- a. It shall be the responsibility of the supervising Dean to forward his or her recommendations for promotion to a committee designated by the President for that purpose on or before December 1 of the academic year prior to that in which the promotion may become effective.
- b. It shall be the responsibility of the Committee to initiate such other recommendations for promotion in rank as the Committee deems warranted under provisions of this Article.
- c. The Committee shall forward its favorable recommendations, together with such evidence as it has collected, to the supervising Dean on or before January 1, who shall after making his or her recommendation, forward all recommendations to the President.
- d. The Chairperson of the Committee shall forward to the President all recommendations which they received and have not forwarded on to the supervising Dean in the process.

The President shall forward all recommendations and evaluations for action by the Board of Trustees at its February meeting.

Favorable action of the Board of Trustees shall be conveyed in writing to the staff member prior to March 1.

10. For all positions in which promotion may occur, the staff member may initiate a request to be evaluated for promotion based on the criteria used by the College. Prior to November 1st the staff member's supervisor

Article XIV - Promotions in Rank (continued)

will inform the staff member that he/she is being recommended for promotion. A staff member not being recommended for promotion may submit to the Promotion Committee, in writing, a request to be considered for promotion along with any supportive documentation. The request must be received by the committee on or before November 15. It is within the absolute discretion of the Committee to determine what, if any, processing of the request will occur and any action or lack of action by the Committee shall not be subject to the grievance procedure.

11. All recommendations and materials resulting in favorable actions shall be placed in the personnel file of the staff member. All other recommendations and materials shall be placed in a separate file in the Office of the President.

ARTICLE XV

PROMOTIONAL RECOGNITION FOR NON-TEACHING PROFESSIONAL STAFF

A. POLICY

1. It shall be the policy of the College to review periodically and systemically, the status and growth of each non-teaching professional (NTP) staff member and to seek to confer the promotional recognition as is deemed warranted in accordance with this article.
2. A promotional recognition granted prior to a career appointment shall not be deemed a commitment of the College's intention to grant a career appointment.

B. ELIGIBILITY

1. Any full-time NTP staff member who has not received a promotional recognition and holds the title of: Senior Technical Assistant, Senior Technical Specialist, Academic/Admissions Advisor II, Academic Computing Specialist II, Athletic Director II, coordinator of Disabled Student Services II, Coordinator of Career and Employment Services II, Coordinator of Multicultural/Educational Opportunity Programs II, Public Relations/Publications Specialist II, Associate for Academic Services, Associate for Continuing Education, Associate Director of Academic Computing, Associate Director of Admissions, Associate Director of

Article XV - Promotional Recognition for Non-Teaching Professional Staff

Financial Aid, and Coordinator of Instructional Technology II are eligible.

2. A full-time NTP staff member in any position defined may apply for the promotional recognition any year after the third year of continuous service at the College. Absent an earlier request, each NTP staff member shall be evaluated for promotional recognition prior to the tenth year of employment.

C. Authority to Grant

Authority to grant promotional recognitions rests with the Board of Trustees in its sole and absolute discretion following recommendations of the President. Denial of a promotional recognition will not be subject to the grievance procedure provided for in Article XXX of this Agreement.

D. Periods and Service Eligibility

1. Notwithstanding any provision of this Article, promotional recognition may be conferred at any time and may become effective at any time in accordance with a directive of the Board of Trustees. Unless an alternative effective date is identified by the Board of Trustees, a promotional recognition becomes effective with the beginning of the next academic year following the date of favorable action by the Board of Trustees.
2. Promotional recognition in accordance with this Article is based on merit.

E. Procedures

1. On or before January 1, the staff member's immediate supervisor shall forward his or her recommendations for a promotional recognition to the appropriate Dean for their department. Two weeks prior to this date, the staff member's immediate supervisor will indicate his or her intention, in writing, to the staff member to recommend him or her for a promotional recognition.

Article XV - Promotional Recognition for Non-Teaching Professional Staff

The Dean shall, after adding his or her recommendations, forward all recommendations to the President, who in turn shall make recommendations to the Board of Trustees at its February meeting, and will forward all recommendations and evaluations to the Board of Trustees. Notice of favorable action by the Board of Trustees shall be conveyed in writing to the staff member prior to March 1.

2. All recommendations shall be supported by the evidence available.
3. In the absence of recommendations by the immediate supervisor, the appropriate Dean may initiate whatever action he or she deems necessary to insure that each staff member is appropriately considered and his or her status reviewed.

ARTICLE XVI

SALARIES

- A. For the purpose of establishing an appropriate salary schedule, all full-time non-teaching staff members shall be assigned to categories as follows:

1. Category A

Technical Assistant

2. Category B

Senior Technical Assistant
Technical Specialist

3. Category C

Academic/Admissions Advisor I
Academic Computing Specialist I
Assistant Director of Admissions
Assistant Director of Financial Aid
Assistant for Academic Services
Assistant for Continuing Education
Assistant Librarian I
Athletic Director I

Article XVI - Salaries (continued)

Coordinator for Disabled Student Services I
Coordinator of Career and Employment Services I
Coordinator for Multicultural/Educational Opportunity
Programs I
Counselor I
Learning Resource Specialist I
Public Relations/Publications Specialist I
Senior Technical Specialist

4. Category D

Academic/Admissions Advisor II
Academic Computing Specialist II
Athletic Director II
Assistant Librarian II
Coordinator of Career and Employment Services II
Coordinator of Disabled Student Services II
Coordinator of Multicultural/Educational Opportunity
Programs II
Counselor II
Public Relations/Publications Specialist II
Learning Resource Specialist II

5. Category E

Associate for Academic Services
Associate for Continuing Education
Associate Director for Academic Computing
Associate Director of Admissions
Associate Director of Financial Aid
Associate Librarian
Coordinator of Instructional Technology I
Counselor III
Learning Resource Specialist III

6. Category F

Coordinator of Instructional Technology II
Counselor IV
Learning Resource Specialist IV
Librarian

Article XVI - Salaries (continued)

The Board of Trustees reserves the right to create additional categories and upgrade positions where it is deemed to be in the best interests of the College to do so.

- B. 1. The following minimum salaries shall be established for Categories A through F based upon a 12 month obligation:

2004-2005

Category A	\$29,000
Category B	31,000
Category C	34,000
Category D	37,000
Category E	41,000
Category F	45,000

2. Staff members assigned for professional obligation of less than twelve (12) months shall have the salary otherwise payable on a twelve month obligation basis reduced at a rate of 8 1/3% of the appropriate twelve month annual salary per month. Minima will be reduced accordingly.

- C. The following minimum salaries shall be established for each rank held by full-time members of the teaching faculty, based upon a ten (10) month obligation:

2004-2005

1. Professor	\$44,000
2. Associate Professor	40,000
3. Assistant Professor	36,000
4. Instructor	33,000

2004-2005

- D. 1. Each staff member employed during the 2003-2004 budget year, who completed at least half of the normal professional obligation of his or her position during the year, and who continues in service for the 2004-2005 budget year, will receive a 2.5% increase in his/her 2003-2004 base salary.

Article XVI - Salaries (continued)

2005-2006

2. Each staff member employed during the 2004-2005 budget year, who completed at least half of the normal professional obligation of his or her position during the year, and who continues in service for the 2005-2006 budget year, will receive a 2.5% increase in her/her 2004-2005 base salary.

2006-2007

3. Each staff member employed during the 2005-2006 budget year, who completed at least half of the normal professional obligation of his/her position during the year, and who continues in service for the 2006-2007 budget year, will receive a 2.75% increase in his/her 2005-2006 base salary.

2007-2008

4. Each staff member employed during the 2006-2007 budget year who completed at least half of the normal professional obligation of his/her position during the year, and who continues in service for the 2007-2008 budget year, will receive a 3.0% increase in his/her 2006-2007 base salary.

2008-2009

5. Each staff member employed during the 2007-2008 budget year who completed at least half of the normal professional obligation of his/her position during the year, and who continues in service for the 2008-2009 budget year, will receive a 3.0% increase in his/her 2007-2008 base salary.
- E. In order to provide improved parity of salary levels with comparable SUNY Community Colleges, an equity adjustment of \$2,500 shall be added to the base salary of each eligible staff member. The adjustment shall be added during the contract period as follows:

\$500 shall be added to the base salary of each staff member eligible for a salary increase on September 1 of each contract year beginning on September 1, 2004 and ending August 31, 2009.

Article XVI - Salaries (continued)

- F. Effective September 1, 2004, bargaining unit members who have completed twenty-five (25) years of service to the College shall receive a one-time Service Award Stipend (not to be added to base salary) of \$1,500. No more than five (5) Service Award Stipends shall be awarded in any given year. If there are more than five (5) bargaining unit members eligible for a Service Award Stipend in a given year, the award shall be given to the five with the most seniority. Those who remain shall be carried into the next year. Service Award Stipends shall be made during the month of October.
- G. The initial appointment to any position shall be at a salary which, in the judgment of the Board of Trustees, is commensurate with the credentials and experience tendered by the applicant.
- H. The Board of Trustees reserves the right to award additional increases to individual staff members on a selective basis.

ARTICLE XVII

COMPENSATION FOR SUMMER, EVENING AND OVERLOAD EMPLOYMENT

- A. Members of the teaching faculty shall receive compensation for teaching within their discipline as an overload or during the summer on the basis of one-fortieth of their current base salary for each teaching credit hour up to a maximum of: \$850 (2004-2005), \$860 (2005-2006), \$880 (2006-2007), \$890 (2007-2008) and \$900 (2008-2009) per teaching credit hour. Members of the teaching faculty teaching non-credit courses, at any time, or teaching outside their discipline as an overload or during the summer will be compensated at the same rate as established for part-time instructors.
- B.
 - 1. Members of the non-teaching faculty receiving a teaching assignment will be compensated at the rate established for part-time instructors.
 - 2. In the event non-teaching ten month staff are asked to perform their normal professional functions during July and August, such staff members shall receive additional compensation for such services computed at the rate of one forty-second of their current base salary for each week of such service, except that pro-rata reductions shall be made for part-time services.

Article XVII - Compensation for Summer, Evening and Overload
Employment (continued)

- C. Compensation for an independent study shall be equivalent to the Schenectady County resident tuition paid by the student for the independent study which will be paid in a single payment following assignment of responsibility.
- D. Compensation for each assigned additional preparation in a semester as provided in Article X, subdivision C3, shall be \$200.00 which will be paid as a single payment following assignment of responsibility.

ARTICLE XVIII

SABBATICAL LEAVE

The College recognizes that many varieties of professional growth and development are possible and that many of these modes of growth are of such a nature that they cannot be undertaken while a faculty member is engaged in full-time service on the campus. The College therefore recognizes the desirability of a sabbatical leave policy as will be of benefit to both the College and the faculty member.

The purpose of such leave is to provide opportunity to improve the qualifications of the faculty member, the quality of his or her professional performance and the value of the member's further service to the College. The request for sabbatical leave will set forth in detail the plans for the period of absence and the contribution that the planned program should make both to the faculty member and to the College. If such sabbatical leave is granted, the recipient will file a full report with the President within three (3) months after his or her return.

A member of the Faculty will be eligible for sabbatical leave after six (6) consecutive years of full-time on-campus service.

Periods of sick leave, maternity leave or approved leave without pay should not count toward this six year total, but will not be deemed to be an interruption of otherwise continuous service. Faculty members who have discontinued their service to the College without approved leave, and have returned to the College, will lose previously accrued sabbatical leave time. Individuals who have been granted and taken sabbatical leave shall be eligible to apply for additional leave at the completion of another six (6) years of on-campus service under the same conditions as previously stated.

Article XVIII - Sabbatical Leave (continued)

The request for sabbatical leave and the program plan shall be submitted to a designated sub-committee of the Professional Policies, Nominations and Awards Committee no later than nine (9) months (excluding July and August) preceding the academic year, in which the sabbatical will be taken. The sub-committee shall forward its recommendation to the President and the Board of Trustees for action no later than seven (7) months in advance of the anticipated departure date. When there are more than one recommendation, the Committee shall develop a system of priorities in its recommendations to the President. In cases where no distinction between the merit of applications can be made, priority will be established for the applicant possessing the longer period of service at the College without sabbatical leave. The Faculty member shall be notified by the President in writing of approval or disapproval no later than three (3) months prior to his or her planned departure. In those cases in which, in the opinion of the President, the granting of a sabbatical leave would impair the functions of the department or office, a faculty member shall be required to postpone his or her leave.

Faculty members will receive one-half of their annual salary during periods of sabbatical leave which equal or exceed one-half of their annual obligation. Faculty members taking sabbatical leaves of less duration will be compensated at their regular salary rate while on leave. The Faculty member will be compensated only at the difference between the rate of pay received from the College and that received from another employer during his or her sabbatical leave, unless the rate of pay received from the other employer exceeds the individual's regular salary rate of the College. In the latter case, he or she will not be compensated by the College. If the Faculty member takes another position rather than returning to Schenectady County Community College to complete the following full year of academic service, the full amount of money received from Schenectady County Community College while on sabbatical leave must be repaid to the College.

A faculty member returning from sabbatical leave shall retain the rank and position which were in effect before the leave unless he or she shall have been promoted, or assigned to a different position with his or her consent. The period of sabbatical leave shall be credited as continuous service for continuing and career appointment policies, for retirement, vacation, sick leave, eligibility for promotion, and salary increases. All health and other benefits shall continue in effect during the leave and the

Article XVIII - Sabbatical Leave (continued)

sabbatical leave shall not be counted as a period of vacation for those in twelve month appointments.

Applicants will be selected by the Board on the merit of the leave project in accordance with the provisions of this policy. The Board of Trustees will include in the College budget sums of money sufficient for at least one sabbatical leave per budget year.

Notwithstanding the funding provided by this Article, the Board of Trustees may, in its sole and exclusive judgment, for any reason it deems appropriate, including, but not limited to, budgetary and fiscal considerations, deny any or all applications for sabbatical leave in any fiscal year which denials shall be final and binding upon all parties and not subject to appeal or grievance.

ARTICLE XIX

SICK LEAVE AND VACATION LEAVE FOR EMPLOYEES IN
THE PROFESSIONAL SERVICE

A. Definitions When used in this Part:

The term calendar year employee shall mean any staff member having a twelve (12) month professional obligation.

B. Vacation Leave for Calendar Year Employees

1. Accrual of Vacation Credit: Calendar year employees serving on a full-time basis shall accrue credits for vacation leave at the rate of one and three-quarters days per calendar month during each month, or major fraction thereof, of their service within the College. In addition, calendar year employees shall be entitled to an additional day of vacation leave for each of the following holidays on which the employee is required to work:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day

Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Friday after
Thanksgiving
Christmas

Article XIX - Sick Leave and Vacation Leave for Employees in the Professional Service (continued)

If a listed holiday falls on a Saturday or Sunday, the previous Friday or the following Monday, respectively, shall be observed as the holiday, provided, however, that if such celebrated Friday or Monday is a scheduled student school day, then such day will be credited as an additional vacation day to the employee who is required to work on such day.

2. Accumulation of Vacation Credit: Vacation leave credits pursuant to this title in excess of thirty (30) days shall not be permitted.
3. Use of Vacation Leave Credit: Vacation leave shall be taken at such time as may be approved by the President or his designated officer.
4. Charges: For the purpose of this title, no charge to a vacation leave shall be made with respect to a day during any period of vacation absence which a calendar year employee would not otherwise have been required to work; such as bank holidays, the day after Thanksgiving, or special days designated by the County of Schenectady.

C. Vacation Leave for Other Employees

1. Other Employees: No vacation leave shall be granted to any other professional staff employee in addition to the time during which he or she is permitted to be absent in any calendar year by reason of the terms of his or her annual professional obligation. No such employee shall accrue credits for vacation leave.

D. Sick Leave

1. Accrual and Accumulation of Sick Leave Credits: All staff members in the professional service, other than those on leave without salary pursuant to this Agreement shall accrue credits for sick leave at the rate of one and one quarter days per calendar month during each month or major fraction thereof, of their service within the those on leave without salary pursuant to this Agreement shall accrue credits for sick leave at the College provided, however, that accumulations of sick leave credits in excess of one hundred and eighty (180) days for calendar year

Article XIX - Sick Leave and Vacation Leave for Employees in the Professional Service (continued)

employees and one hundred and sixty-five (165) days for all other staff members pursuant to this section shall not be permitted.

Such staff members serving on a part-time basis shall not accrue sick leave.

2. Other Sick Leave Credit: Upon appointment to a position in the unclassified service, any sick leave credits accumulated pursuant to the attendance rules for the classified service shall be credited, and shall be used, if required, in accordance with the provisions of this title.
- 3a. Authorization by Chief Administrative Officer: The President or his or her designated officer, shall permit staff members who are unable to perform their duties because of illness to use any and all accumulated sick leave credits as may be available to them by reason of accruals pursuant to the preceding section of this title.
- b. The President, or his or her designated officer, may grant staff members additional sick leave at full pay, provided, however, that any such additional sick leave, together with any sick leave accumulated pursuant to the preceding sections of this title, used pursuant to this section, shall not exceed a total of six (6) calendar months. Subject to the foregoing, no additional sick leave pursuant to this section shall be approved until such time as all existing sick leave credits, including such sick leave credits as may have been accumulated pursuant to the attendance rules for the classified service, have been exhausted.
- c. The President or his or her designated officer shall permit staff members to use a maximum of five (5) days of accumulated sick leave credits per academic year as may be available to them by reason of accruals pursuant to the preceding section of this title as may be required by such staff member in order to care for an immediate family member due to illness. The term "immediate family" shall mean grandparent, parent, spouse, sibling, child, grandchild or corresponding in-laws.

Article XIX - Sick Leave and Vacation Leave for Employees in the Professional Service (continued)

4. Sick Leave without Salary: The President or his or her designated officer, may grant sick leave without salary for a period not to exceed one (1) year to staff members.
5. Authorization by the Board of Trustees: The Board of Trustees after receiving the recommendation of the President, may grant staff members such sick leave, in addition to that provided by subdivision D of this Article, if any, as it may determine, with or without salary.
6. Charges: For the purpose of this title, no charge to sick leave shall be made with respect to a day during any period of absence for sickness during which a staff member would not have otherwise been required to work.
7. Substitute Service: During the absence on sick leave of staff members of the College, the President, or his or her designated officer, shall make appropriate arrangements for carrying on the activities of the College with due regard to the reasonable work load of the other staff members and such persons on sick leave shall not be required or permitted to contribute toward the salary of a substitute during their absence.
8. Reporting Sick Leave: Each staff member shall submit appropriate reports of any sick leave taken as may be required by the President of the College.
- 9a. Payment for Unused Sick Leave: Upon written notification to the College by a staff member not later than May 1 that such staff member intends to retire during the next College fiscal year (in accordance with the terms of the retirement system of which such staff member is a member), the College will pay such staff member together with the final payroll distribution upon retirement a sum equal to 50% of such staff member's accumulated sick leave credits multiplied by such retiring staff member's daily rate of pay. (Calendar year employees - annual base salary divided by 262; all other staff members - annual base salary divided by 218. The payroll office will adjust such daily rate of pay as may be required by annual calendar

Article XIX - Sick Leave and Vacation Leave for Employees in the Professional Service (continued)

changes). The retiree shall have the option of receiving a lump sum payment or three equal payments on an annual basis for the total amount accrued.

- b. Timely notification as required by this Section shall be waived by the President or his designee upon receipt of evidence satisfactory to the President or his designee that a staff member was unable to make such timely notification himself or herself or by agent because of unforeseen and unanticipated circumstances beyond the control of such staff member.

10. Sick Leave Bank:

- a. All full-time Schenectady County Community College Faculty Association (FA) members and full-time Chairpersons, Administrators, Directors Association (CADA) members must join the Sick Leave Bank after six (6) months of continuous service.
- b. All unit members join the Sick Leave Bank by initially contributing pro-rata number of days of accumulated sick leave to the bank.
- c. The maximum number of days in the Sick Leave Bank at any time will be one hundred fifty (150) days.
- d. If at any time during the academic year the total number of days in the Sick Leave Bank falls below fifty (50) days, the Sick Leave Bank Committee will notify the Dean of Administration in writing to deduct a pro-rata number of days from the current year's accumulation of sick leave days from those FA and CADA unit members who have already reached his/her respective sick leave accumulated days maximum.

e. Procedure

- 1. Initially on October 1, 1994, each bargaining unit's members shall contribute an equal number of sick days to the Sick Leave Bank to enable the Sick Leave Bank to have one hundred fifty (150) days available for use.

Article XIX - Sick Leave and Vacation Leave for Employees in the Professional Service (continued)

2. No other contributions will be made until such time as the number of days available in the Sick Leave Bank is fifty (50) days.
3. Additional contributions to the Sick Leave Bank after the initial contribution establishing the Sick Leave Bank will be made by new members of the bargaining units contributing two (2) days after completing six (6) months of continuous employment.
4. Any unit member who has accumulated sick leave to a maximum of one hundred sixty-five (165) days (ten month employees), one hundred eighty (180) days (twelve month employees) on August 31st of any year will continue to accrue one and one quarter days sick leave per month in the ensuing fiscal year. In the event of illness an employee will use the current fiscal year sick leave accruals first before accessing his/her accumulated sick leave from prior years.
5. On August 31 of each fiscal year, all excess sick leave accruals for the fiscal year for employees who have reached the maximum sick leave accumulation in an earlier fiscal year and continue to maintain the maximum accumulation permitted will be used to replenish the Sick Leave Bank to a maximum of one hundred fifty (150) days. Any remaining excess accruals beyond that number of days required to replenish the Sick Leave Bank will be reduced to zero.
6. In the event the aforesaid excess sick leave accruals available on August 31 of any year are of an insufficient number to replenish the Sick Leave Bank to the maximum number of one hundred (150) days, the Sick Leave Bank Committee shall look to all unit members to contribute a pro-rata share of the number of sick leave days needed to replenish the Sick Leave Bank from the members sick leave accruals in the succeeding year.

Article XIX - Sick Leave and Vacation Leave for Employees in the Professional Service (continued)

7. The Sick Leave Bank will be administered by a committee of administrators appointed annually by the College President and two unit members one each appointed by the President of the FA and CADA. The Committee will designate one of its members the Secretary to whom applications will be submitted and who will contact Committee members and schedule meetings to review applications. In the event the Committee is unable to reach a consensus on any application, the College President shall review and respond to the application.
8. A member who is suffering from a prolonged or disabling injury or physical/mental illness, has been employed at the College for a minimum of six (6) consecutive months, and is a member of the FA or CADA will be eligible to apply to the Sick Leave Bank after he/she has exhausted his/her accumulated sick leave.
9. Application for Sick Leave Bank benefits will be made in writing to the Sick Leave Bank Committee. The application will include medical certification of the nature and duration of the disabling condition.
10. The Committee will provide the applicant a written response to the application within ten (10) business days of receipt of the written application. In making a determination, the Committee may require eligible employees to be examined by an independent medical examiner (s), the cost of which will be borne by the applicant.
11. The Committee may grant a maximum of twenty (20) days per application to a maximum of one hundred (100) days (five separate applications) for any one illness.
12. The determination of the Sick Leave Bank Committee or the College President regarding any application is final and is not grievable under the grievance procedures of the FA or CADA agreement.

ARTICLE XX

LEAVE FOR JURY DUTY

A staff member selected for jury duty will be granted leave with full pay when attendance as a juror is required by the court, provided, however, such staff member shall transmit to the College the fee or fees paid to him or her by reason of such service.

ARTICLE XXI

PROFESSIONAL LEAVE WITHOUT SALARY

The Board of Trustees may grant leaves of absence, without salary, of not to exceed one (1) year for the purpose of permitting a staff member to commence, continue to complete advance study, accept a grant, serve as an exchange teacher, serve with a professional organization, or to perform research in his or her area of professional competence, when, in the opinion of the Board of Trustees, such leave would be in the best interest of the staff member and the College, and when such absence would not unduly affect normal College operations or the academic program. The Board of Trustees may extend such leaves for additional periods of not to exceed one (1) year each. Staff members granted such leave shall continue to be eligible for participation in retirement and health insurance programs to the extent permitted by law.

ARTICLE XXII

PREGNANCY RELATED DISABILITIES

Neither the College nor this agreement mandates unpaid leaves of absence in the case of pregnancy related benefits. Disability due to pregnancy shall be treated as any other disability with respect to the terms and provisions of this agreement.

ARTICLE XXIII

DISABILITY LEAVE

Where a staff member receives compensation under the Workmen's Compensation Law on account of disability, he or she shall elect in writing whether he or she desires to have sick leave with pay during such disability. If he or she so elects, he or she shall, for the period of his or her disability, not exceeding his or her

Article XXIII - Pregnancy Related Disabilities (continued)

accumulated sick leave time, be paid the difference between what he or she received as compensation and his or her regular rate of pay. The time during which he or she is so paid shall be deducted from his or her accumulated sick leave time.

ARTICLE XXIV

PERSONAL/BEREAVEMENT LEAVE

A. Personal Leave

Four (4) days of personal absence will be permitted to a staff member, each academic year, provided that such staff member has made arrangements to have his or her duties performed in his or her absence and has so notified his or her immediate supervisor. In addition, upon advance notice to and written approval by the Dean, staff members may absent themselves at other times to attend to personal matters without loss of salary.

B. Bereavement Leave

The President upon the recommendation of the staff member's immediate supervisor shall permit staff members to absent themselves without loss of salary up to a maximum of three (3) days for the funeral of the staff member's immediate family. "The term 'immediate family' shall mean grandparent, parent, spouse, sibling, child, grandchild, or corresponding in-laws."

ARTICLE XXV

MEDICAL AND HOSPITALIZATION INSURANCE

- 1) After September 1, 1982, the College became a participant in the Schenectady County Employee Health Plan providing all eligible employees and their families the coverage provided by such plan in substitution for the prior medical insurance benefits. The College will continue to participate in said Plan with the cost of said participation being shared as follows:
 - a. The College will provide, at its sole expense, coverage to any eligible employee and his/her family hired and continuously employed by the College prior to January 1, 1992.

Article XXV - Medical and Hospitalization Insurance (continued)

- b. Any employee hired by the College on or after January 1, 1992, who is eligible for coverage under the County Health Plan will pay to the College, via payroll deductions, in order to participate in the County Health Plan an amount equal to 10% of the full cost to the College for said coverage. The College will pay an amount equal to 90% of the full cost for said coverage.
- 2) Effective January 1, 1995, the cost per prescription for all participants covered by this plan shall be governed as follows:
- a. The prescription drug plan shall be amended to increase co-payment from \$1 to \$3 for generic drug prescription and/or \$7 for brand name drug prescription, and
 - b. all employees covered by the prescription drug plan shall be required to purchase prescriptions from pharmacies that are members of the Empire Blue Cross/Blue Shield Select Pharmacy Management Network. A list of member pharmacies will be provided to each employee, and
 - c. all employees covered by the prescription drug plan shall also have the option to purchase prescription drugs by mail order through the Caremed Prescription Service Program which requires a co-payment of \$3, and
 - d. in the event that a specific generic brand prescription drug has not been manufactured to replace a brand name, then all employee prescriptions for that drug shall be filled with the brand name, however, the employee shall only be obligated to pay the \$3 generic co-payment.
- 3) The College will continue to provide the Blue Shield Dental Care Program referred to as the 80% coverage basis contract and Rider "A" the expense for which shall be shared as follows:
- a. The College will provide, at its sole expense, coverage to any eligible employee and his/her family hired and continuously employed by the College prior to January 1, 1992.
 - b. Any employee hired by the College on or after January 1, 1992, who is eligible for coverage under the College Dental Care Plan, will pay to the College, via payroll deductions, in order to participate in said plan an

Article XXV - Medical and Hospitalization Insurance (continued)

amount equal to 10% of the full cost to the College for said coverage. The College will pay an amount equal to 90% of the full cost of said coverage.

- 4) Eligible employees have the further option of participating in a Community Health Plan as such term is defined by the laws of the State of New York. In such event, the College will contribute a dollar amount toward such participation which is equal to the amount that the College contributes on behalf of an employee to the individual and family plans respectively for the participating medical insurance benefit and dental care program combined.
- 5) Effective January 1, 1995, eligible employees will have the additional option of participating in the County/CSEA medical and dental plan. In such event, the College will contribute a dollar amount toward such participation which is equal to the amount that the College contributes on behalf of an employee in the individual and family plans provided for in Article XXIV 1a. and b. above. Any cost associated with the employee participation in the County/CSEA medical and dental plan in excess of this contribution shall be paid by the employee electing such participation.
- 6) Effective December 1, 2004, the College will provide eligible employees with coverage under the County Health and Dental Plan in substitution for the prior medical insurance benefits. The College will continue to participate in said Plan with the cost of said participation being shared as follows:
 - a) The College will provide, at its sole expense, coverage to any eligible employee and his/her family hired and continuously employed by the College prior to January 1, 1992.
 - b) Any employee hired by the College on or after January 1, 1992, who is eligible for coverage under the County Plan will pay to the College, via payroll deductions, an amount equal to 10% of the full cost to the College for said coverage. The College will pay an amount equal to 90% of the full cost for said coverage.
- 7) Effective December 1, 2004, the College will participate in the Schenectady County ABC Prescription Containment Program. All employees under this Plan shall be provided prescriptions through one of the three (3) options (ABC). The employee is free to utilize any option:

Article XXV - Medical and Hospitalization Insurance (continued)

Option A: Fill the prescription through the Schenectady County Mail Order Program (CanaRX Services, Inc.). There is no co-payment for medications provided under the option.

Option B: Fill the prescription through the Schenectady County Mail Order Program (Express Script). This program will provide a 90 day supply for co-pays of \$5 for generic drugs and \$10 for name brand drugs.

If Option A is available, and the participant chooses Option B, then the co-pays shall be as outlined in C.2.

If Option A is unavailable, the co-pays for all individuals shall be generic \$5 and brand name \$10 under Option B.

Option C:

- 1) If the prescription is not available through Option A or Option B, or is a short-term maintenance drug (i.e. prescription is for 30 days or less, non refillable), and the employee so chooses, the prescription may be filled by a local pharmacy or other provider with \$5 co-pay for generic drug and a \$10 co-pay for name brand drugs.
- 2) If the prescription is available through Option A or Option B, the prescription still may be filled by a local pharmacy or other provider with a co-pay of \$20 for a 30 day supply.

In implementation of this prescription drug program, there shall be a one-time waiver of higher co-pays for each recipient. Co-pays shall also be waived for short-term initial prescriptions of less than 30 days, which are a bridge to mail order prescriptions under Option A or B.

- 8) a) Beginning with the academic year 2005-2006, and for each year thereafter, an employee who provides proof of adequate insurance to the Personnel Office and who executes a waiver of their right to health insurance under this Agreement shall receive a bonus in the second full pay period of September following the academic year during which insurance coverage was waived. The bonus shall be \$1,000 for waiver of individual coverage and \$2,000 for waiver of family

Article XXV - Medical and Hospitalization Insurance (continued)

coverage. This bonus shall be pro-rated for the period during which health insurance coverage was actually waived.

- b) This bonus provision shall not apply in situations in which both husband and wife are College employees.
- c) An annual opt in/opt out period will be held in conjunction with the health insurance open enrollment. Exceptions will be made for individuals who experience an IRS Section 125 qualifying event.

ARTICLE XXVI

TUITION ASSISTANCE

- A. Each staff member, his or her spouse and dependent children, will be eligible to receive a prorated amount of support for tuition payment to enroll in course work at Schenectady County Community College.
- B. For academic years 2004-2005 through 2008-2009, the total amount of tuition support available will be \$9,000.00 per academic year to be divided into the following allocation pools: \$4,500.00 for each Fall and Spring Term.
- C. Distribution
 - 1. The method of distribution will be on a pro-rata basis by credit hour with non-credit fees prorated to the tuition rate per credit hour. For each term, individuals must complete the College procedure for registration and payment prior to the first day of classes. A temporary tuition waiver will be provided by the Office of Dean of Administration upon the individual's request at the payment requirement stage of the registration procedure. Individuals will submit the completed temporary tuition waiver form to the Office of the President no later than the first day of classes in each semester. If all requests do not exceed the available pool of funds for a semester, then all requests will be honored. In the event requests exceed the available pool of funds for a particular semester, then the individual will be responsible for paying the pro-rata difference between the temporary tuition waiver and the tuition assistance available from the available pool of funds.

Article XXVI - Tuition Assistance (continued)

2. The amount of money available in the pool for tuition assistance in the Summer term will be equal to the balance from the Spring term pool, if any.
3. Any balance in the pool of funds at the end of the College Fiscal year will be returned to the general fund, with a new pool to be initiated the following year.
4. Any tuition refunds due from registrations initiated by this procedure will return to the credit of the annual pool of tuition assistance.

ARTICLE XXVII

SMOKING

Smoking in or on college property by staff members is limited to designated general smoking areas only. The designated smoking areas for bargaining unit members shall be the general smoking lounge located near the former cafeteria in the main building.

ARTICLE XXVIII

ASSESSMENT ASSIGNMENTS

1. Assessment assignments will be classified as follows:

A. Administrative Assessment Assignment

An Assignment requiring a major time commitment by the assigned faculty member over a limited time frame to develop, coordinate, measure and report on student performance and/or course effectiveness (e.g. an assignment to develop the College's General Education Assessment Plan for submission to the State University of New York).

B. Project Assessment Assignment

An assignment requiring up to a semester to complete by a faculty member (e.g. the development of an assessment plan for implementation for one or more of the twelve (12) knowledge and skill areas).

Article XXVIII - Assessment Assignments (continued)

C. Short-term Assessment Assignment

An assignment requiring a limited commitment of time by the faculty member, e.g. the review/grading of materials submitted for a particular knowledge and skill area; reading of assessment essays.

2. Assessment assignments will be made by the Dean of Academic Affairs and will receive the following compensation and/or release time, in addition to that provided for in the Agreement.

A. Administrative Assessment Assignment

A faculty member assigned an Administrative Assessment Assignment will have his/her teaching load reduced to provide him/her the time needed to complete the assignment.

B. Project Assessment Assignment

A faculty member assigned a Project Assessment Assignment will receive a stipend of not less than \$250 nor more than \$1,000 as determined by the Dean of Academic Affairs after considering the level of responsibility of the assignment and the time required to complete the project.

C. Short-Term Assessment Assignment

A faculty member assigned a Short-Term Assessment Assignment will receive compensation consistent with the overload rate for that portion of a credit hour of teaching to which the assignment is deemed equivalent as determined by the Dean of Academic Affairs.

3. As it is considered part of a faculty member's professional obligation, no additional compensation will be made to a faculty member for the modification of a course outline consistent with a newly developed course template.
4. The Dean of Academic Affairs will arrange for clerical support and/or adjunct faculty assistance when needed to complete an assessment assignment. The acceptance of an assessment assignment for additional compensation, as set

Article XXVIII - Assessment Assignments (continued)

forth above, shall be with the consent of the assigned individual. Unit members will have the right of first refusal for assessment assignment for which he/she is qualified.

5. The parties agree to meet to negotiate the impact of additional assessment mandates from the State University of New York (SUNY).

ARTICLE XXVIX

THE DEVELOPMENT AND TEACHING OF DISTANCE LEARNING COURSES

1. Schenectady County Community College enjoys a long tradition of respecting and upholding the academic curriculum development process. Inherent in that process are two key principles: 1) the College respects the rights of Faculty to ownership of intellectual property developed as a product or byproduct of the instructional process; and 2) the College maintains the right to schedule and assign instructors to any course offered in its master schedule of course offerings.

With the advent of asynchronous on-line courses, it is the College's policy to continue its practices with respect to the ownership of intellectual property:

- a. When the College has not paid for the development of a course or course materials, faculty own the rights to intellectual property developed as a product or byproduct of developing and teaching courses at SCCC, with respect to the sale or publishing of that property for uses external to the College.
 - b. When the College has paid for the development of a course and its materials, joint ownership of the course and materials (as defined in #2 below) exists. Under joint ownership, faculty retain the rights for purposes of utilization and sale external to the College, and the College maintains ownership for the purposes of utilizing the course and materials as part of its master schedule of course offerings.
2. A faculty member approved by the Dean of Academic Affairs to develop a new distance learning course will be offered a

Article XXVIX - The Development and Teaching of Distance Learning Courses (continued)

\$2,000 stipend. This stipend may be adjusted for situations involving the use of commercially produced materials or the equivalent.

The approval will address the expectations of the materials to be developed and shared with the College upon completion and final payment. The expectations will include the following:

A) A delivery-ready course which includes the following minimum elements (consistent with the State University of New York(SUNY) Learning Network course format):

1. Course Syllabus and Outline Information:

- Instructor contact information
- An overview of the course
- Course objectives
- A list of readings
- An overview of course learning activities
- An explanation of how the student will be evaluated
- A statement regarding the instructor's expectations
- The course schedule
- How to get started in the course (the next steps)

2. Class Community:

- A method for students to interact with each other
- List of instructor's on-line office hours
- A private folder for the student's work and evaluation comments
- A Bonafide, well-defined process for two-way communication between the instructor and the students

3. Learning Modules:

A series of learning modules which logically and sequentially impart the minimum information necessary to achieve the stated course content and goals. Each module must include objectives, readings, mini-lectures, web site addresses for external resources, assignments and discussions.

Article XXVIX - The Development and Teaching of Distance Learning Courses (continued)

4. Evaluation Tools:

Models of all homework assignments, testing instruments, projects, and evaluation strategies will be provided, including alternative formats, as developed.

- B) Faculty must document the completion of the delivery-ready course to the College's Instructional Technology Center.
3. One distance learning course may be taught for load in any given semester. An additional distance learning course may be taught as an overload in the Fall and Spring Semesters. Summer assignments will be in accordance with current Agreement. (Note: Early Spring courses are taught as an overload for the Spring Semester).
 4. A distance learning course will not be assigned to a faculty member without his/her consent.
 5. Each faculty member assigned a distance learning course will be provided an opportunity for prior training in the appropriate delivery system.
 6. A faculty member teaching a distance learning course for load (of at least three (3) credits) may reduce his/her contracted office hours by one hour. Any office hour reduction will be devoted to interaction with students in the distance learning course.
 7. The enrollments in distance learning courses will be consistent with the scheduling guidelines as established by the Dean of Academic Affairs in conjunction with the Academic Departments and Continuing Education. The class size for a distance learning course will be established prior to faculty assignment. Compensation for distance learning courses will be in accordance with the current Agreement.
 8. The College shall provide the software necessary to offer distance learning courses and shall provide support on instructional software consistent with College procedures.
 9. The College will provide hardware/software support for distance learning courses consistent with the corresponding support for courses offered on campus.

Article XXVIX - The Development and Teaching of Distance Learning Courses (continued)

10. Each faculty member teaching a distance learning course will provide a copy of the syllabus and a portfolio of materials used in the course to the appropriate supervisor upon completion of the course. Distance learning assignments will be addressed, in collaboration with the supervisor, in the annual evaluation process.
11. A written summary will be created, detailing the intellectual property rights of the instructor and of the College and any level of compensation flowing from the application for the principles summarized above. Copies of the summary, signed by the instructor and the Dean of Academic Affairs shall be provided to the instructor, the offering Department, the Dean of Academic Affairs, and any other College officials deemed appropriate. An inventory file of summaries shall be available in the Office of the Dean of Academic Affairs.

ARTICLE XXX

GRIEVANCE PROCEDURE

A. Personal Grievance Procedure

1. Definition

A personal grievance is an allegation by a staff member that there has been an arbitrary or discriminatory application of, or a failure to act pursuant to, the policies of the Board of Trustees related to the terms and conditions of employment.

2. Procedures for Handling Personal Grievances

Step 1 (a)

A staff member alleging a grievance shall discuss the alleged grievance with his or her immediate supervisor not later than thirty (30) calendar days after the event upon which the grievance is based occurred, either personally or by a representative with the objective of resolving the matter informally. If the grievant submits the grievance through a representative, the grievant may be present at the informal discussion.

Article XXX - Grievance Procedure (continued)

Step 1 (b)

If the grievance is not resolved informally within five (5) calendar days after discussions, as provided in (a) above, it shall be reduced to writing within five (5) working days thereafter and presented to the supervisor, with a copy to the President of the College, or his or her designee. Within five (5) scheduled days after the written grievance is presented to him or her, the supervisor shall render a decision in writing with a copy sent to the President of the College, or his or her designee.

Step 2

If the grievant is not satisfied with the determination made at Step 1, he or she may appeal such determination to the President. Such appeal must be made in writing on official grievance forms within five (5) calendar days after the issuance of the Step 1 determination. The grievant, if he or she so desires, may request the appointment of an ad hoc committee for the sole purpose of fact finding, said committee to be appointed as follows: one member appointed by the President of the College, one member appointed by the President of the Association, and a third member to be Chairperson, mutually agreed upon and jointly appointed by the two members heretofore designated. The ad hoc committee will transmit to the President of the College, in writing, a report, such report to be limited to the findings of fact made by said committee within five (5) days of its appointment. The President shall meet with the grievant or his or her representative within fourteen (14) calendar days of receipt of the appeal or of the report of the ad hoc committee, as the case may be, for the purpose of discussing grievance. Within ten (10) calendar days following the last such meeting, the President shall issue a written determination and send it to the grievant. There shall be no further appeal from such written determination concerning matters involving academic judgment or relating to appointment, reappointment, continuing appointments, career appointments and promotions.

Article XXX - Grievance Procedure (continued)

Step 3

If the grievant is not satisfied with the decision at Step 2 concerning a matter other than one involving academic judgment or relating to appointment, reappointment, continuing appointments, career appointments, or promotions as to which Step 2 determination shall be final, he or she may file a written appeal with the Board of Trustees. Copies of all earlier written decisions shall be submitted with the appeal. If an ad hoc committee has submitted a report as provided at Step 2, this report shall also be furnished to the Board of Trustees on appeal. The grievant or his or her representative shall be given the opportunity to orally present his or her position to the Board of Trustees, or a committee thereof, within ten (10) calendar days after the notice of appeal. Within ten (10) calendar days after such oral presentation, if requested, or within the ten (10) calendar days after the notice of appeal, if no oral presentation is requested, the Board of Trustees or its committee shall render a decision in writing to the grievant. If an ad hoc committee was not convened at Step 2, or for any reason failed to submit a written report, then within seven (7) calendar days after receipt of the appeal, the Board of Trustees shall set a date for a hearing and notify the grievant. Hearings on the grievance shall be held within seven (7) calendar days of the issuance of the notice either by the Board of Trustees or a duly authorized committee thereof. The Board of Trustees or its committee shall render a decision, in writing, to the grievant within ten (10) calendar days after the conclusion of the hearing. There shall be no further appeal from a determination by the Board of Trustees. The failure of an aggrieved party to file a grievance or to appeal a decision at any step within the time periods provided by the grievance procedure shall constitute a contractual bar to further processing of an alleged grievance and such grievance shall be deemed waived and abandoned.

3. Representation

The grievant may be represented by a person of his or her choice at any and all of the 3 steps of the Personal Grievance Procedure.

Article XXX - Grievance Procedure (continued)

4. Time Limits

The parties may mutually agree to extend or contract the time limits herein above specified.

5. Grievance Forms and Records

Forms for filing grievances shall be jointly developed by the President or his or her nominees and the Grievance Committee of the Association. The College shall have the forms agreed upon, printed and distributed to the members of the staff, upon request.

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.

There shall be no change made in the specifications of the grievance after it has been reduced to writing.

B. Contract Grievance

1. Definition

- a. A contract grievance is a dispute concerning the interpretation of a specific term, condition or provision of this Agreement, provided, however, that such specific term, condition or provision which involves an employee's rate of compensation shall be subject to the provisions set forth in (b) below.

Disputes which do not involve the interpretation of a specific term, condition or provision of this Agreement; or foreclosed either by this Agreement, or by Statute, rule or regulation; matters which are hypothetical, not actual, where what is sought is an advisory decision or opinion, shall not be considered a contract grievance.

- b. Any matter involving an employee's rate of compensation shall be subject to steps one and two of the contract grievance procedure, and if not resolved at either of such steps may be appealed and heard by a designee of the Schenectady County Legislature who need not be a member of the Legislature but shall not be a member of the College Board of Trustees. The decision of such

Article XXX - Grievance Procedure (continued)

designee shall be final and binding as to such grievances. The cost of such designee shall be shared equally by the two parties and the provisions of current step three shall be utilized as to procedure insofar as practicable.

2. The Contract Grievance Procedure shall be as follows:

Step 1

The Association (hereinafter referred to as the grievant) shall present the grievance in writing on official grievance forms to the person who has been designated by the College for such purpose not later than thirty (30) calendar days following the date on which the act of omission resulting from such alleged misinterpretation occurred. The person designated to receive the grievance may request the grievant to meet informally in an effort to resolve the grievance. The person designated to receive the grievance shall reply to the grievant, in writing, within fourteen (14) calendar days following his or her receipt of the grievance.

Step 2 - President

If the grievant is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the grievant shall within ten (10) calendar days of receipt of Step 1 determination file a written appeal of the decision at Stage 1 with the President. Copies of the written decision at Stage 1 shall be submitted with the appeal. The President or his or her duly authorized representative, shall set a date for an informal hearing, notify the grievant as to the date of the hearing, and shall conduct such hearing. Such hearing shall commence within ten (10) calendar days after receipt of the appeal by the President. The President shall render a decision, in writing, to the grievant within five (5) calendar days after the conclusion of the hearing.

Step 3 - Review Panel/Single Third Party

- a. If the grievant is not satisfied with the decision at Step 2, the grievant may submit the grievance to arbitration by written notice to the President within five (5) working days of the decision at Step 2. Arbitration will proceed before a single

Article XXX - Grievance Procedure (continued)

Third Party, except that upon the written request of either party upon the other in the initial demand for arbitration or within five (5) days after demand has been made for arbitration by the other party, such arbitration shall proceed before a three-member Review Panel. The single Third Party will be mutually agreed upon or selected in the same manner as the third panel member in the absence of agreement by the parties.

- b. In the case of a panel, the Association and the College shall each select one member of the Panel. The two selected members shall meet to determine a mutually agreeable third panel member.
- c. Within five (5) working days after such written notice of submission to the Review Panel, the Review Panel members will agree upon a mutually acceptable chairperson and will obtain a commitment from him or her to serve.
- d. In the case of a single Third Party, or should the parties fail to agree on a third member in the case of a panel proceeding, a request for a list of possible panel members will be made to the AAA by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- e. The Review Panel/Third Party will hear the matter promptly and will issue a decision no later than forty-five (45) calendar days from the date of the close of the hearing or receipt of transcript of hearing. The decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues. The College may initiate a contract grievance at this Step 3 and proceed directly to a hearing before a Review Panel.
- f. The Review Panel/Third Party shall have no power to add or subtract from, modify or expand the provisions of this Agreement in arriving at the determination; shall confine the decision solely to the interpretation of this Agreement; and shall not require either party to do or refrain from doing an act beyond his or her, its or their powers.

Article XXX - Grievance Procedure (continued)

- g. The Review Panel/Third Party shall consider only the precise issue submitted and shall have no authority to determine any other issue or question not so submitted, not included in the decision observations or declarations of opinion not essential to the reaching of the determination.
- h. Either party may request that a verbatim record of the Proceedings be made. If only the requesting party obtains a copy of the transcript, then only such party shall bear the cost of such transcript.

If the Review Panel/Third Party requests a copy, such cost will be shared equally by the parties. If the other party obtains a copy of the transcript, then all costs of providing for a verbatim record will be shared equally by the parties.

- i. The decision in the case of a Panel proceeding shall be signed by a concurring majority. Appropriate steps will be taken by the respective parties involved to resolve the grievance in accordance with the findings of the panel.
- j. If either party, within fourteen (14) calendar days after the panel's decision states in writing to the other party its intention to seek clarification or interpretation of the decision submitted, then both parties will agree to appear before the Panel.
- k. Unless the decision of the Panel is appealed pursuant to Article 75 of the New York Civil Practice Law and Rules within fourteen (14) days of receipt thereof, it will be accepted as final and binding by the parties.
- l. The failure of an aggrieved party to file a grievance or to appeal a decision at any step within the time periods provided by the grievance procedure shall constitute a contractual bar to further processing of an alleged grievance and such grievance shall be deemed waived and abandoned.

Article XXX - Grievance Procedure (continued)

3. Grievance Forms and Records

Forms for filing grievances shall be jointly developed by the President or his or her nominees and the Grievance Committee of the Association. The College shall have the forms agreed upon, printed and distributed to the members of the staff, upon request.

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

There shall be no change made in the specification of the grievance, after it has been reduced to writing.

ARTICLE XXXI

ACADEMIC FREEDOM

It is the policy of the College to maintain and encourage full freedom, within the law, of inquiry, teaching and research. In the exercise of this freedom, the teaching faculty member is free to discuss his or her own subject in the classroom; he or she may not, however, claim as his or her right the privilege of discussing in his or her classroom controversial matter which has no relation to his or her subject. In his or her role as a citizen, the staff member has the same freedoms as other citizens. However, in his or her extramural utterances he or she has an obligation to indicate that he or she is not representing the College.

ARTICLE XXXII

ASSOCIATION RIGHTS

- A. The Association or its representatives shall be permitted to transact official Association business pursuant to Article 14 of the Civil Service Law on College Property in accordance with published standards to be developed by the Board of Trustees. The Board of Trustees shall designate the person to whom such requests to conduct official Association business shall be made.
- B. Upon advance notice to the Dean, the staff member holding the office of President of the SCCC Faculty Association, or his designee, may absent himself or herself up to a maximum of three (3) days per Academic year for the purpose of preparation for or participation in the administration of

Article XXXII - Association Rights (continued)

the terms of this agreement, including, but not limited to, negotiations, adjustment of grievances and arbitration, provided that such staff member has made arrangements to have his or her duties performed in his absence.

- C. The Association or its representatives may also request permission, of the person designated by the Board of Trustees, to use College property or equipment, in accordance with conditions developed by the College. The Association agrees to reimburse the Board of Trustees for all costs and expenses incurred by the Board of Trustees in connection with or as a result of the use by the Association of such space and equipment.
- D. The parties agree that the Employer is responsible for maintaining a safe and healthy work environment.

ARTICLE XXXIII

LEGISLATIVE ACTION

It is agreed by and between the parties that any provisions of the agreement requiring Legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate Legislative body has given its approval.

ARTICLE XXXIV

SEVERABILITY

If any provision of this agreement or any application thereof to any employee or group of employees shall be determined to be contrary to law by a determination of any court or governmental agency or shall have the effect of loss to the College or State of Federal funds, then such provision or application shall be null and void, but all other provisions or applications will continue in full force and effect. At the option of either party, negotiations shall be immediately undertaken with respect to a substitute for such provision or application of the agreement found to be invalid.

ARTICLE XXXV

DURATION OF AGREEMENT

The term of this Agreement shall be from September 1, 2004 through August 31, 2009.

ARTICLE XXXVI

PREPARATION AND DISTRIBUTION OF CONTRACT

A copy of this Agreement shall be printed by the College and given to all staff members.

ARTICLE XXXVII

CONCLUSION OF NEGOTIATIONS

This Agreement is the entire Agreement between the parties, terminates all prior Agreements and understandings and concludes all collective negotiations during its term, except as expressly otherwise provided in this Agreement. During the term of the Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. Where reopened negotiations are provided for, the subject of such reopened negotiations shall be solely limited to the subjects specified and all other provisions of this Agreement shall remain in full force and effect during the course of such reopened negotiations.

SCHEDULE "A"

Academic/Admissions Advisor I, II
Academic Computing Specialist I, II
Assistant Director of Admissions
Assistant Director of Financial Aid
Assistant for Academic Services
Assistant for Continuing Education
Assistant Librarian I, II
Assistant Professor
Associate for Academic Services
Associate for Continuing Education
Associate Director for Academic Computing
Associate Director of Admissions
Associate Director of Financial Aid
Associate Librarian, Librarian
Associate Professor
Athletic Director I, II
Coordinator, Disabled Student Services I, II
Coordinator, Career and Employment Services I, II
Coordinator of Instructional Technology I, II
Coordinator for Multicultural/Educational Opportunity
Programs I, II
Counselor I, II, III, IV
Instructor
Learning Resource Specialist I, II, III, IV
Professor
Public Relations/Publications Specialist I, II
Senior Technical Assistant
Senior Technical Specialist
Technical Assistant
Technical Specialist


The Schenectady County Legislature for the County of Schenectady has executed this Agreement by virtue of the authority granted by Resolution No. 107-04, dated August 10, 2004.


The Board of Trustees of Schenectady County Community College has executed this Agreement by virtue of the authority granted by Resolution #04-103, dated July 19, 2004.

The Schenectady County Community College Faculty Association has executed this Agreement by virtue of the authority granted by Ratification on July 16, 2004.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 31st day of January , 2005.

COUNTY OF SCHENECTADY


County Attorney

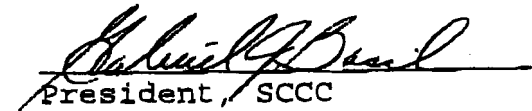

County Manager

COLLEGE BOARD OF TRUSTEES

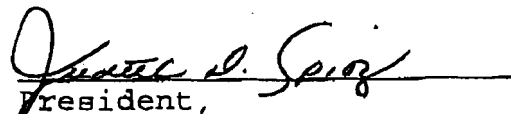

College Attorney


Chair, Board of Trustees

SCHENECTADY COUNTY
COMMUNITY COLLEGE


President, SCCC

SCHENECTADY COUNTY
COMMUNITY COLLEGE
FACULTY ASSOCIATION


President,
SCCC Faculty Association

STATE OF NEW YORK :
COUNTY OF SCHENECTADY :

On this 31st day of January, 2005, before me, personally appeared KEVIN DEFEBBO, to me personally known, who being by me duly sworn, did depose and say that he resides in Schenectady Co., NY, and that he is the County Manager of the County of Schenectady, New York, and that he signed his name thereto in accordance with the authority vested in him by provision of law and by like order.

Pamela M. Petter
Notary Public

PAMELA M. PETTER
Notary Public, State of New York
Qualified in Schenectady County
No. 5057144

STATE OF NEW YORK :
COUNTY OF SCHENECTADY :

Commission Expires March 18, 2006

On this 28th day of January, 2005, before me, personally appeared NICHOLAS C. BARBER, to me personally known, who being by me duly sworn, did depose and say that he resides in Schenectady, NY, and that he is the Chairperson of the Board of Trustees of Schenectady County Community College, Schenectady NY, and that he signed his name thereto in accordance with the authority vested in him by provision of law and by like order.

Cynthia E. Reedy
Notary Public

CYNTHIA E. REEDY
Notary Public, State of New York
Qualified in Schenectady County
No. 5051234

STATE OF NEW YORK :
COUNTY OF SCHENECTADY :

Commission Expires October 30, 2005

On this 26 day of January, 2005, before me, personally appeared GABRIEL J. BASIL, to me personally known, who being by me duly sworn, did depose and say that he resides in Schenectady, NY, and that he is the President of Schenectady County Community College, Schenectady NY, and that he signed his name thereto in accordance with the authority vested in him by provision of law and by like order.

William J. Lawrence
Notary Public

WILLIAM J. LAWRENCE
Notary Public, State of New York
Qualified in Albany County
No. 4864729
Commission Expires July 7, 2006

STATE OF NEW YORK :
COUNTY OF SCHENECTADY :

On this 26 day of January, 2005, before me, personally appeared JUDITH SPITZ, to me personally known, who being by me duly sworn, did depose and say that she resides in Schenectady, NY, and that she is the President of the Schenectady County Community College Faculty Association, Schenectady NY, and that she signed her name thereto in accordance with the authority vested in her by provision of law and by like order.

William J. Lawrence
Notary Public

WILLIAM J. LAWRENCE
Notary Public, State of New York
Qualified in Albany County
No. 4864729
Commission Expires July 7, 2006